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Attorneys for Plaintiff
Christina Louise Johnson

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

CHRISTINA LOUISE JOHNSON,)	Case No.: 3:24-cv-00197-CLB
)	
Plaintiff,)	ORDER GRANTING JOINT
)	STIPULATION FOR THE AWARD
vs.)	AND PAYMENT OF ATTORNEY
)	FEES AND EXPENSES
MARTIN O'MALLEY,)	PURSUANT TO THE EQUAL
Commissioner of Social Security,)	ACCESS TO JUSTICE ACT, 28
)	U.S.C. § 2412(d) AND COSTS
Defendant.)	PURSUANT TO 28 U.S.C. § 1920
)	

TO THE HONORABLE CARLA BALDWIN, MAGISTRATE JUDGE OF
THE DISTRICT COURT:

IT IS HEREBY STIPULATED, by and between the parties through their
undersigned counsel, subject to the approval of the Court, that Christina Louise
Johnson ("Johnson") be awarded attorney fees in the amount of seven thousand

1 one hundred dollars (\$7,100.00) and expenses in the amount of zero dollars (\$0.00)
2 under the Equal Access to Justice Act (EAJA), 28 U.S.C. § 2412(d), and costs in
3 the amount of zero dollars (\$0.00) under 28 U.S.C. § 1920. This amount
4 represents compensation for all legal services rendered on behalf of Plaintiff by
5 counsel in connection with this civil action, in accordance with 28 U.S.C. §§ 1920;
6 2412(d).

7 After the Court issues an order for EAJA fees to Johnson, the government
8 will consider the matter of Johnson's assignment of EAJA fees to Marc Kalagian.
9 The retainer agreement containing the assignment is attached as exhibit 1.
10 Pursuant to *Astrue v. Ratliff*, 130 S.Ct. 2521, 2529 (2010), the ability to honor the
11 assignment will depend on whether the fees are subject to any offset allowed under
12 the United States Department of the Treasury's Offset Program. After the order for
13 EAJA fees is entered, the government will determine whether they are subject to
14 any offset.

15 Fees shall be made payable to Johnson, but if the Department of the
16 Treasury determines that Johnson does not owe a federal debt, then the government
17 shall cause the payment of fees, expenses and costs to be made directly to Law
18 Offices of Lawrence D. Rohlffing, Inc., CPC, pursuant to the assignment executed
19 by Johnson.¹ Any payments made shall be delivered to Law Offices of Lawrence
20 D. Rohlffing, Inc., CPC. Counsel agrees that any payment of costs may be made
21 either by electronic fund transfer (ETF) or by check.

22 ///

23 ///

24

25 ¹ The parties do not stipulate whether counsel for the plaintiff has a cognizable lien
26 under federal law against the recovery of EAJA fees that survives the Treasury
Offset Program.

1 This stipulation constitutes a compromise settlement of Johnson's request
2 for EAJA attorney fees, and does not constitute an admission of liability on the part
3 of Defendant under the EAJA or otherwise. Payment of the agreed amount shall
4 constitute a complete release from, and bar to, any and all claims that Johnson
5 and/or Marc Kalagian including Law Offices of Lawrence D. Rohlring, Inc., CPC,
6 may have relating to EAJA attorney fees in connection with this action.

7 This award is without prejudice to the rights of Marc Kalagian and/or the
8 Law Offices of Lawrence D. Rohlring, Inc., CPC, to seek Social Security Act
9 attorney fees under 42 U.S.C. § 406(b), subject to the savings clause provisions of
10 the EAJA.

11 DATE: November 25, 2024 Respectfully submitted,

12 LAW OFFICES OF LAWRENCE D. ROHLRING, INC., CPC

13 /s/ *Marc V. Kalagian*²

14 BY: _____

15 Marc V. Kalagian
16 Attorney for plaintiff
17 CHRISTINA LOUISE JOHNSON

18 DATED: November 25, 2024 JASON M. FRIERSON
19 United States Attorney

20 /s/ *David Priddy*

21 _____
22 DAVID PRIDDY

23 Special Assistant United States Attorney
24 Attorneys for Defendant
25 MARTIN O'MALLEY, Commissioner of Social
26 Security (Per e-mail authorization)

² Counsel for the plaintiff attests that all other signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

ORDER

It is so ordered.

DATE: November 26, 2024

A handwritten signature in black ink, appearing to read 'C. Baldwin', written over a horizontal line.

THE HONORABLE CARLA BALDWIN
UNITED STATES MAGISTRATE JUDGE

DECLARATION OF MARC V. KALAGIAN

I, Marc V. Kalagian, declare as follows:

1. I am an attorney at law duly admitted to practice before this Court in this case. I represent Christina Louise Johnson in this action. I make this declaration of my own knowledge and belief.
2. I attach as exhibit 1 a true and correct copy of the retainer agreement with Christina Louise Johnson containing an assignment of the EAJA fees.
3. I attach as exhibit 2 a true and correct copy of the itemization of time in this matter.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed this November 25, 2024, at Santa Fe Springs, California.

/s/ Marc V. Kalagian

Marc V. Kalagian

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 12631 East Imperial Highway, Suite C-115, Santa Fe Springs, California 90670.

On this day of November 25, 2024, I served the foregoing document described as STIPULATION FOR THE AWARD AND PAYMENT OF ATTORNEY FEES AND EXPENSES PURSUANT TO THE EQUAL ACCESS TO JUSTICE ACT, 28 U.S.C. § 2412(d) AND COSTS PURSUANT TO 28 U.S.C. § 1920 on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Ms. Christina Louise Johnson
1295 Grand Summit Drive #F247
Reno, NV 89523

I caused such envelope with postage thereon fully prepaid to be placed in the United States mail at Santa Fe Springs, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

I declare that I am employed in the office of a member of this court at whose direction the service was made.

Marc V. Kalagian
TYPE OR PRINT NAME

/s/ Marc V. Kalagian
SIGNATURE

**CERTIFICATE OF SERVICE
FOR CASE NUMBER 3:24-CV-00197-CLB**

I hereby certify that I electronically filed the foregoing with the Clerk of the Court for this court by using the CM/ECF system on November 25, 2024.

I certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the CM/ECF system, except the plaintiff served herewith by mail.

/s/ Marc V. Kalagian

Marc V. Kalagian
Attorneys for Plaintiff

AUG 20 2021

SOCIAL SECURITY REPRESENTATION AGREEMENT

This agreement was made on August 10, 2021, by and between the Law Offices of Lawrence D. Rohlfling referred to as attorney and Ms. Christina Louise Johnson, S.S.N. [REDACTED] 7179, herein referred to as Claimant.

1. Claimant employs and appoints Law Offices of Lawrence D. Rohlfling to represent Claimant as Ms. Christina Louise Johnson's Attorneys at law in a Social Security claim regarding a claim for disability benefits and empowers Attorney to take such action as may be advisable in the judgment of Attorney, including the taking of judicial review.

2. In consideration of the services to be performed by the Attorney and it being the desire of the Claimant to compensate Attorney out of the proceeds shall receive **25% of the past due benefits** awarded by the Social Security Administration to the claimant or **such amount as the Commissioner may designate under 42 U.S.C. § 406(a)(2)(A) which is currently \$6,000.00**, whichever is **smaller**, upon successful completion of the case **at or before a first hearing decision from an ALJ**. If the Claimant and the Attorney are unsuccessful in obtaining a recovery, Attorney will receive no fee. This matter is subject expedited fee approval except as stated in ¶3.

3. The provisions of ¶ 2 only apply to dispositions at or before a first hearing decision from an ALJ. The fee for successful prosecution of this matter is **25% of the past due benefits awarded upon reversal of any unfavorable ALJ decision for work before the Social Security Administration**. Attorney shall petition for authorization to charge this fee in compliance with the Social Security Act for all time whether exclusively or not committed to such representation.

4. If this matter requires judicial review of any adverse decision of the Social Security Administration, the fee for successful prosecution of this matter is **a separate 25% of the past due benefits awarded upon reversal of any unfavorable ALJ decision for work before the court**. Attorney shall seek compensation under the Equal Access to Justice Act and such amount shall credit to the client for fees otherwise payable for that particular work. Client shall endorse such documents as are needed to pay Attorney any amounts under the EAJA and assigns such fee awards to Attorney.

5. Claimant shall pay all costs, including, but not limited to costs for medical reports, filing fees, and consultations and examinations by experts, in connection with the cause of action.

6. Attorney shall be entitled to a reasonable fee; notwithstanding the Claimant may discharge or obtain the substitution of attorneys before Attorney has completed the services for which he is hereby employed.

7. Attorney has made no warranties as to the successful termination of the cause of action, and all expressions made by Attorney relative thereto are matters of Attorney's opinion only.

8. This Agreement comprises the entire contract between Attorney and Claimant. The laws of the State of California shall govern the construction and interpretation of this Agreement except that federal law governs the approval of fees by the Commissioner or a federal court. Business and Professions Code § 6147(a)(4) states "that the fee is not set by law but is negotiable between attorney and client."

9. Attorney agrees to perform all the services herein mentioned for the compensation provided above.

10. Client authorizes attorney to pay out of attorney fees and without cost to client any and all referral or association fees to James T. Crytzer, not to exceed 25% of fees.

11. The receipt from Claimant of none is hereby acknowledged by attorney to be placed in trust and used for costs.

It is so agreed.


Ms. Christina Louise Johnson

/s/ Young Cho

Law Offices of Lawrence D. Rohlfling
Young Cho

/s/ Marc V. Kalagian

Marc V. Kalagian

Christina Johnson
CV 24-179 CLB

Social Security case
Responsible Attorney: Marc V. Kalagian (MVK)
Young Cho (YC)
Paralegal: Enedina Perez (EP)

<u>DATE:</u>	<u>TIME:</u>	<u>ATTY:</u>	<u>DESCRIPTION:</u>
1-May-24	0.5	EP	preparation of documents related to complaint
2-May-24	0.1	EP	receipt and review of order re IFP
2-May-24	0.1	EP	receipt and review of order re social security matters
2-May-24	0.1	EP	receipt and review of general order
16-May-24	0.1	EP	receipt and review of notice of appearance
1-Aug-24	0.2	EP	receipt and review of notice of appearance
1-Aug-24	0.1	EP	receipt and review of administrative record
6-Aug-24	0.2	EP	preparation of letter to client re filing status
11-Nov-24	0.3	EP	AC post judgment letter (appeals council to remand)
Subtotals	1.7		
2-Apr-24	1	MVK	review of file and AC denial for District Court case
1-May-24	0.5	MVK	preparation of complaint
25-Jun-24	0.1	MVK	receipt, review and response to proposed request for
26-Jun-24	0.1	MVK	receipt and review of order re extension
28-Sep-24	7.5	YC	review of transcript and conduct of legal research regarding issues presented
29-Sep-24	8	YC	review of transcript and conduct of legal research regarding issues presented
30-Sep-24	7.8	YC	preparation of plaintiff's opening brief
1-Oct-24	0.5	MVK	review, review and edit opening brief
16-Oct-24	0.5	MVK	receipt and review of proposed stipulation for remand; review of file
17-Oct-24	0.2	MVK	telephonic communication with client
17-Oct-24	0.1	MVK	preparation of email to ARC
18-Oct-24	0.1	MVK	receipt and review of notice of appearance
21-Oct-24	0.2	MVK	receipt and review of order of remand; judgment
11-Nov-24	0.7	MVK	preparation of letter to regional counsel; itemization
11-Nov-24	0.4	MVK	preparation of letter to client re results
11-Nov-24	0.3	MVK	preparation of EAJA stipulation
Subtotals	28		

TOTAL TIME

29.7